

# UNITED STATES RAILWAY LEASING CO.

A SUBSIDIARY OF EVANS PRODUCTS COMPANY

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TRANSPORTATION SYSTEMS & INDUSTRIAL GROUP

2200 EAST DEVON AVENUE, DES PLAINES, ILLINOIS 60018 (312) 297-3200

RECORDATION NO. 6635-C Filed & Recorded

MAR 3 1978 - 2 21 PM

February 28, 1978

INTERSTATE COMMERCE COMMISSION

RECEIVED  
MAR 3 2 21 PM '78  
CERTIFICATION UNIT

Office of the Secretary  
Interstate Commerce Commission  
Washington, D. C.

RE: Amendatory Agreement to Chattel Mortgage  
Dated as of July 15, 1972

Gentlemen:

Pursuant to Section 20c of the Interstate Commerce Act and the rules and regulations promulgated thereunder, as amended, we hand you herewith for filing eight (8) fully executed counterparts of the above referenced Amendatory Agreement dated December 30, 1977, all as more fully described herein.

The parties to the Amendatory Agreement are:

Mortgagor: United States Railway Leasing Company  
2200 East Devon Avenue  
Des Plaines, Illinois 60018

Mortgagee: Marine Midland Bank  
140 Broadway  
New York, New York 10015

The Amendatory Agreement relates to that certain Chattel Mortgage (Railroad Equipment Security Agreement) dated as of July 15, 1972 and recorded with the Interstate Commerce Commission as Recordation No. 6635-A. Accordingly, I anticipate that the Amendatory Agreement will be recorded as a sub-filing of Recordation No. 6635.

C-CC2A140

MAR 3 1978

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February 28, 1978  
Page Two

Enclosed is Rosenthal and Schanfield Check No. 22173 in the amount of \$10.00 in payment of all applicable recording fees.

Since the above mentioned documents are being delivered to you by hand, we would appreciate it if you could return to the person delivering the same duly stamped copies of the documents not required to be kept by you. If this is not possible, please return the same by mail to:

I. Walter Deitch  
ROSENTHAL AND SCHANFIELD  
55 East Monroe Street, Suite 4620  
Chicago, Illinois 60603

Very truly yours,

UNITED STATES RAILWAY LEASING  
COMPANY

BY:



Assistant Secretary

IWD:nev  
Enclosures

# Interstate Commerce Commission

Washington, D.C. 20423

5/5/78

OFFICE OF THE SECRETARY

I. Walter Deitch  
Rosenthal And Schanfield  
55 East Monroe Street, Suite 4620  
Chicago, Illinois, 60603

Dear

Sir:  
The enclosed document(s) was recorded pursuant to the  
provisions of Section 20(c) of the Interstate Commerce Act,  
49 U.S.C. 20(c), on at ,  
and assigned recordation number(s) 3/5/78 2:25pm

66754C.  
Sincerely yours,

H. G. Homme, Jr.  
Acting Secretary

Enclosure(s)

SE-30-T  
(6/77)

MAR 8 1978 -2 23 PM

AMENDATORY AGREEMENT

INTERSTATE COMMERCE COMMISSION

WHEREAS, United States Railway Leasing Company, an Illinois corporation (hereinafter called the "Company"), has heretofore delivered its certain Definitive Note in the principal original amount of \$9,500,000, dated June 8, 1973, due seven years from the date thereof and payable to the order of Marine Midland Bank--New York (the "Original Note") to evidence moneys borrowed from such bank; and

WHEREAS, the Company and said bank had heretofore entered into that certain Chattel Mortgage (Railroad Equipment Security Agreement) dated as of July 15, 1972 (the "Chattel Mortgage") recorded with the Interstate Commerce Commission on August 23, 1972 as recordation No. 6635-A and that certain Assignment of Lease dated as of July 15, 1972 (the "Assignment") recorded with the Interstate Commerce Commission on August 23, 1972 as recordation No. 6635-B, all to secure the indebtedness evidenced by the Original Note; and

WHEREAS, Marine Midland Bank, a New York banking corporation ("Marine") is the successor in interest to such bank and is the owner and holder of the Original Note; and

WHEREAS, the Company desires to extend the maturity of the Original Note and to reduce the quarterly annual installments of principal and interest payable on the Original Note and Marine is agreeable thereto.

NOW, THEREFORE, in consideration of the premises and of the payment by the Company to Marine of \$10.00 and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the parties hereto hereby agree as follows:

1. The Original Note is hereby amended as follows:

a) by deleting from the third line of the first paragraph thereof the name "Marine Midland Bank--New York" and substituting therefor "Marine Midland Bank";

b) by deleting from the seventh line of the first paragraph thereof the phrase "a date seven (7) years from the date hereof" and substituting therefor "September 30, 1986";

c) by deleting from the second line of the second paragraph thereof the number "28" and substituting therefor "49";

d) by deleting from the third line of the second paragraph thereof the number "27" and substituting therefor "18";

e) by inserting in the fourth line of the second paragraph after the number "\$340,800" the following: ", the next 30 quarterly annual installments of principal and interest shall each be in the amount of \$281,795";

f) the fourth line of the second paragraph is further amended by deleting therefrom the number "28th" and substituting therefor "49th"; and

g) by deleting from the seventh line of the second paragraph the word "first" and substituting therefor "thirtieth".

2. All references in the Chattel Mortgage and Assignment to "Note" or "Notes" shall be deemed to refer to the Original Note as hereby amended.

3. The parties agree that this Agreement shall be recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act, as amended.

4. Marine agrees to endorse upon the face of the Original Note the following legend:

"This Note is amended by that certain Amendatory Agreement dated as of December 30, 1977 between United States Railway Leasing Company and Marine Midland Bank, which Agreement is on record with the Interstate Commerce Commission as a sub-filing under Recordation No. 6635."

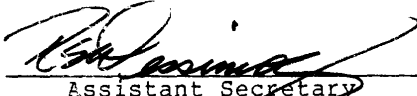
5. Except as herein specifically provided, the Original Note, Chattel Mortgage and Assignment remain in full force and effect and the Original Note, Chattel Mortgage and Assignment are hereby ratified, confirmed and approved.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by the duly authorized officers and to be sealed with their respective corporate seals all as of the 30th day of December, 1977.

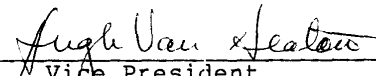
UNITED STATES RAILWAY  
LEASING COMPANY

BY   
Vice President


ATTEST:

  
Assistant Secretary

MARINE MIDLAND BANK

BY   
Vice President

ATTEST:

  
Trust Officer  
Assistant Secretary

STATE OF NEW YORK )  
COUNTY OF NEW YORK )

On this 22nd day of February, 1978 personally  
appeared Hugh Van Seaton and Christy G. Ryan,  
to me personally known, who being by me sworn, did say that  
they are, respectively, a Vice President and <sup>Asst. Secretary</sup> ~~Trust Officer~~ of  
Marine Midland Bank, a New York banking corporation, that the  
seal affixed to the foregoing instrument is the corporate seal  
of said corporation, that said instrument was signed and sealed  
on behalf of said corporation by authority of its Board of  
Directors, and they acknowledged that the execution of the  
foregoing instrument was the free act and deed of said  
corporation.

Margaret M. Bracken  
Notary Public

NOTARY PUBLIC  
STATE OF NEW YORK  
COMM. EXPIRES 3-30-79

My commission expires:

STATE OF ILLINOIS )  
 )  
COUNTY OF C O O K )

On this 13th day of January, 1978 personally  
appeared Paul L. Land and Richard E. Ossining, who  
being by me sworn, did say that they are, respectively, a Vice  
President and Assistant Secretary of United States Railway  
Leasing Company, an Illinois corporation, that the seal affixed  
to the foregoing instrument is the corporate seal of said cor-  
poration, that said instrument was signed and sealed on behalf  
of said corporation by authority of its Board of Directors, and  
they acknowledged that the execution of the foregoing instru-  
ment was the free act and deed of said corporation.

James Rudy  
Notary Public

My commission expires: April 22, 1981